

EXHIBIT 12

From: [Murphy, Michael D.](#)
To: [Beral, Arash](#); [Malynn, Todd M.](#)
Cc: [Zolliecoffer, Jordan](#); [James, Paulette](#)
Subject: Joint Statement re Contempt Negotiations March 10, 2025(169351412.1)
Date: Monday, March 10, 2025 5:51:22 PM
Attachments: [Joint Statement re Contempt Negotiations March 10, 2025\(169351412.1\)-C.docx](#)

Please see attached. If your comments can be made by redline, please do so, and we will get this filed tonight. If not, I will be on a call from 6-7:30

Mike



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11 Attorneys for Plaintiff SHAKEY'S
12 PIZZA ASIA VENTURES, INC.

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

11 SHAKEY'S PIZZA ASIA VENTURES,
12 INC, a Philippines corporation,

13 Plaintiff,

14 v.

15 PCJV USA, LLC, a Delaware limited
16 liability company; PCI TRADING,
17 LLC, a Delaware limited liability
18 company; GUY KOREN, an individual;
19 POTATO CORNER LA GROUP, LLC,
20 a California limited liability company;
21 NKM CAPITAL GROUP, LLC, a
22 California limited liability company; J &
23 K AMERICANA, LLC, a California
24 limited liability company; J&K
25 LAKEWOOD, LLC, a California
26 limited liability company; J&K
VALLEY FAIR, LLC, a California
limited liability company; J & K
ONTARIO, LLC, a California limited
liability company; HLK MILPITAS,
LLC, a California, limited liability
company; GK CERRITOS, LLC, a
California, limited liability company;
J&K PC TRUCKS, LLC, a California
limited liability company; and, GK
CAPITAL GROUP, LLC, a California
limited liability company and DOES 1
through 100, inclusive,

Defendants.

Case No. 2:24-CV-04546-SB(AGRx)

Hon. Stanley Blumenfeld

**JOINT STATUS REPORT OF
PLAINTIFF AND DEFENDANTS
REGARDING ONGOING**

Date: February 28, 2025

Time: 8:30 a.m.

Courtroom: 6C

Complaint Filed: May 31, 2024

Trial Date: August 4, 2025

1 PCJV USA, LLC, a Delaware limited
2 liability company; PCI TRADING LLC,
3 a Delaware limited liability company;
4 POTATO CORNER LA GROUP LLC,
5 a California limited liability company;
6 GK CAPITAL GROUP, LLC, a
California limited liability company;
NKM CAPITAL GROUP LLC, a
California limited liability company; and
GUY KOREN, an individual,

7 Counter-Claimants,

8 v.

9 SHAKEY'S PIZZA ASIA VENTURES,
INC, a Philippines corporation,

10 Counter Defendant.

12 PCJV USA, LLC, a Delaware limited
liability company; PCI TRADING LLC,
a Delaware limited liability company;
POTATO CORNER LA GROUP LLC,
a California limited liability company;
GK CAPITAL GROUP, LLC, a
California limited liability company;
NKM CAPITAL GROUP LLC, a
California limited liability company; and
GUY KOREN, an individual,

17 Third Party Plaintiffs,

18 v.

19 PC INTERNATIONAL PTE LTD., a
Singapore business entity; SPAVI
INTERNATIONAL USA, INC., a
California corporation; CINCO
CORPORATION, a Philippines
corporation; and DOES 1 through 10,
inclusive,

23 Third Party Defendants.

1 **JOINT STATEMENT**

2 Pursuant to this Court's Order of March 4, 2025 (Dkt. 117), Plaintiff and
3 counsel for Defendants submit the following status report, regarding their ongoing
4 meet and confer efforts to resolve (1) the continued uses of the enjoined trademarks
5 as recently as February 26, 2025, and (2) the amount of fees to be awarded to
6 Plaintiff as damages for the contempt.

7 On March 5, 2025, counsel for Plaintiff, Michael Murphy, and counsel for
8 Defendants, Arash Beral and Todd Malynn, met, in person, at the offices of Fox
9 Rothschild to discuss both of the topics remaining to be resolved. As to the
10 continued non-compliance, Mr. Murphy presented pictures taken on February 26,
11 2025, indicating five distinct categories of continued uses of the enjoined marks and
12 discussed each of them with Defendants' counsel. Mr. Beral indicated that he
13 would discuss these with his client and provide further information regarding
14 whether these uses were disputed or being resolved. As to the damages question,
15 Mr. Murphy indicated that, before he goes through his invoices line by line, he
16 wished to meet and confer as to the category of damages that would be disputed by
17 Defendants so as to make that review of invoices more efficient. After that
18 discussion, Mr. Murphy indicated that he would respond with redacted invoices,
19 and a total amount Plaintiff would seek should it get to motion practice.

20 On Thursday, March 6, 2025, Plaintiff's counsel sent an email containing the
21 pictures of the uses of the enjoined marks on February 26, 2025, which was
22 followed by some further meeting and conferring by email.

23 On Saturday, March 8, 2025, counsel for Plaintiff sent an email itemizing the
24 fees and costs that it maintains was caused by, or would not have been incurred but
25 for, Defendants' noncompliance with the injunction. Plaintiff's counsel included
26 backup in the form of invoices and then proposed as a means to resolve the dispute,
27 a reduction of 30% of the total fees Plaintiff alleges to have been incurred.

1 On the date of this Joint Report, March 10, 2025, Defendants' counsel
2 provided an update answering some of Plaintiffs' questions, and asserting that all
3 uses have now stopped, including those that were asked about on February 26,
4 2025, except for those uses that Defendant maintains to be excused. Defendant's
5 counsel also asked for time to consider the fee proposal, in addition to the question
6 as to noncompliance. Plaintiff has not had time to ask questions or conduct its
7 own due diligence as to the representations made, and is awaiting Defendants'
8 response to the proposed reduced fee amount to be paid as damages for contempt.

9 It is the belief of the parties that they are moving in the right direction, and
10 that it is likely that there will be resolution on whether the conduct ordered to have
11 been a contempt is ongoing, and the value of damages. The only conceivable
12 disagreements will be as to whether a landlord's refusal to allow Defendants to
13 remove signs is an "impossibility," and whether certain types of fees incurred
14 qualify as having been incurred because of the contempt sufficient to qualify as
15 damages.

16 With respect to those two issues, the Parties hereby represent, warrant, and
17 agree that, if this does not result in a full agreement by Wednesday, March 12,
18 2025, they shall submit these two issues for consideration by Magistrate Rodriguez
19 under Local Rule 72-2.

20 The Parties therefore respectfully request leave to file a follow up report on
21 Wednesday, February 12, 2025, whereby they will represent (1) whether any
22 agreement has been reached on the two outstanding issues in this contempt
23 proceeding and whether that agreement requires further Orders of this Court; and
24 (2) if not, the reasons why and the proposed resolution of the outstanding issues; as
25 well as (3) whether an evidentiary hearing is requested by any Party.

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1 Dated: March 10, 2025

FOX ROTHSCHILD LLP

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4 Michael D. Murphy
5 Jordan Zolliecoffer
6 Attorneys for Plaintiff SHAKEY'S
7 PIZZA ASIA VENTURES, INC.
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10 DATED: March 10, 2025

BLANK ROME LLP

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12
13 By:/s/ *Todd Malyn*
14 Arash Beral
15 Todd Malynn
16 Victor Sandoval
17 Attorneys for Defendant
18 PCJV USA, LLC, PCI TRADING, LLC, GUY
19 KOREN, POTATO CORNER LA GROUP,
20 LLC, NKM CAPITAL GROUP, LLC, J & K
21 AMERICANA, LLC, J&K LAKEWOOD, LLC,
22 J&K OAKRIDGE, LLC, J&K VALLEY FAIR,
23 LLC, J & K ONTARIO, LLC, J&K PC
24 TRUCKS, LLC, GK CAPITAL GROUP, LLC,
25 HLK MILPITAS, LLC, and GK CERRITOS,
26 LLC
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CERTIFICATE OF SERVICE

The undersigned certifies that, on February 27, 2025, the foregoing document was electronically filed with the Clerk of the Court for the United States District Court, Central District of California, using the Court's ECF filing system. I further certify that all counsel for all parties to this action are registered CM/ECF user and that service will be accomplished by the CM/ECF system.

I certify under penalty of perjury that the foregoing is true and correct.

Dated: February 27, 2025

FOX ROTHSCHILD LLP

Michael D. Murphy
Attorneys for Plaintiff SHAKEY'S
PIZZA ASIA VENTURES, INC.